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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	Chapter 11
)	Case No. 05-44481 (RDD)
DELPHI CORPORATION, <i>et al.</i> ,)	(Jointly Administered)
)	
Debtors.)	

RESPONSE OF TI GROUP AUTOMOTIVE SYSTEMS, LLC TO DEBTORS'
TWENTY-SECOND OMNIBUS OBJECTION TO CLAIMS

TI Group Automotive Systems, LLC (“TI Automotive”), in response to the *Twenty-Second Omnibus Claims Objection* (the “Objection”) filed by the above-captioned Debtors (the “Debtors”), respectfully states as follows:

1. On April 12, 2006, the Court entered an order establishing July 31, 2006 as the deadline for creditors to file proofs of claim with respect to various unsecured claims against the Debtors. On July 27, 2006, TI Automotive duly filed a proof of claim (the “Proof of Claim”) asserting an unsecured claim against Delphi Automotive Systems LLC in an amount not less than \$1,777,501.48 (the “Claim”). A copy of the Proof of Claim (since designated as Claim #11743) is attached hereto as Exhibit A. Attached to and made a part of the Proof of Claim is an Addendum that fully explains the nature of the Claim. Attached to the Addendum as an exhibit is a certain Settlement Agreement dated May 1, 2006 entered into by TI Automotive and the Debtors (the “Settlement Agreement”) that bears upon the Claim, as discussed in the Addendum and herein

below. Furthermore, attached as an exhibit to the Settlement Agreement is, without limitation, a summary of the invoices that pertain to the Claim.

2. Paragraph 5 of the Settlement Agreement provides, in part, that TI Automotive shall have an allowed prepetition unsecured claim in an amount between \$1,777,501.48 (the amount asserted by TI Automotive) and \$1,294,581.00 (the amount asserted by the Debtors). Accordingly, by agreement of the parties, the minimum allowed amount of the Claim is \$1,294,581.00.

3. On August 8, 2006, TI Automotive sold and assigned the Claim to APS Corporation, which then sold and assigned the Claim to JP Morgan Chase Bank NA. The assignment agreement reserved to TI Automotive the right to defend against any objection to the Claim.

4. On or about October 26, 2007, the Debtors filed the Objection, in which the Debtors seek to reduce the allowed amount of the Claim to \$1,112,587.31. The Objection does not seek to reclassify the Claim or change the Debtor against which the Proof of Claim is docketed.

5. TI Automotive objects to the Objection because TI Automotive believes the correct amount of the Claim is \$1,777,501.48. TI Automotive has provided the Debtors with substantial documentation in support of the Claim, including, but not limited to, the documents attached to the Proof of Claim. By contrast, the Objection does not provide any detail as to the basis for the requested relief with respect to the Claim. Moreover, and without limiting the foregoing objection, TI Automotive objects to the Objection insofar as it seeks to reduce the Claim below the minimum amount which the Debtors have already agreed to in the Settlement Agreement.

6. TI Automotive reserves the right to modify or supplement this Response upon discovery of additional facts. Further, for clarity, this Response is not intended to waive any of the rights reserved in Section V of the Addendum to the Proof of Claim or any other rights of TI Automotive, and TI Automotive expressly reserves all such rights.

Dated: November 20, 2007

Respectfully submitted,

CLARK HILL PLC

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